

EXHIBIT - 25

[REDACTED]
ATTORNEY AT LAW

[REDACTED]
OF COUNSEL

December 13, 1993

Mr. John Petrich, Manager
Swinomish Tribal Community
Utility & Environmental Services Authority
P.O. Box 979
LaConner, WA 98257

RE: Transfer of [REDACTED] Water System

Dear Mr. Petrich:

Please find enclosed fully executed originals of the following documents in connection with the transfer of the [REDACTED] water system to the Swinomish Utility Authority:

- 1) Agreement for Transfer of Water System and Release;
- 2) Utility Easement (recorded 11/16/93); and
- 3) Bill of Sale.

Should you have any questions, please do not hesitate in giving my office a call.

Yours truly,
[REDACTED]
[REDACTED]
[REDACTED]

/cjd
Enclosures
cc: [REDACTED]
[REDACTED]

cjd\petrich.ltr

**AGREEMENT FOR TRANSFER
OF WATER SYSTEM AND RELEASE**

THIS AGREEMENT is made this 16th day of November, 1983, by and between [REDACTED], the SWINOMISH UTILITY & ENVIRONMENTAL SERVICES AUTHORITY, under the authority granted by the Swinomish Indian Tribal Community, a federally recognized Indian tribe organized pursuant to Section 16 of the Indian Reorganization Act of 1934 (hereinafter "AUTHORITY"), and the [REDACTED], a Washington non-profit corporation under RCW 24.06 (hereinafter "SHA").

RECITALS:

WHEREAS, [REDACTED] entered into an agreement for the extension of water service to the [REDACTED] (as described in the recorded plat of Shorewood, Section 27, Township 34 North, Range 2 East, W.M., Skagit County, Washington, as recorded in Volume 9 of Plats, pages 82 and 83, records of Skagit County, under Auditor's File No. 731984 and hereinafter referred to as [REDACTED]) with the AUTHORITY by agreement dated February 5, 1986, which agreement is attached hereto and incorporated herein by this reference as Exhibit "A"; and

WHEREAS, [REDACTED] desires to transfer and the AUTHORITY desires to acquire and accept the water system and lines within [REDACTED] on the terms and conditions set forth below; and

WHEREAS, in consideration of the transfer and conveyance by [REDACTED] to the AUTHORITY of the water distribution system within [REDACTED], both the AUTHORITY and SHA are willing to release [REDACTED] of any and all future obligation to provide water service to [REDACTED] on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, it is hereby agreed as follows:

1. **Transfer and Conveyance:** [REDACTED] agrees to convey by Utility Easement and Bill of Sale (forms of which are attached as Exhibits "B" and "C" to this agreement) his rights to the pipelines and/or any other personalty constituting the water system within SHOREWOOD up to its point of connection with AUTHORITY's water system to the AUTHORITY. The transfer and conveyance shall specifically exclude the property and/or apparatus constituting the old wells which previously served the system and WAGNER specifically disclaims any

warranty of ownership or title to the water lines within the boundaries of the residential owners to the point of connection with the mainlines of the WAGNER water system.

2. Inspection: The AUTHORITY warrants that it has had the opportunity to inspect the water system and agrees to accept the system in its "as-is, where-is" condition as of the date of this agreement without any further warranty, express or implied. On execution and delivery of the documents conveying the water system, the same shall constitute a full and complete release of [REDACTED] from any past or future liability under the agreement dated February 5, 1986 for water service to [REDACTED]. Further, both the AUTHORITY and SHA jointly and severally agree to defend and hold harmless [REDACTED] his respective agents, successors and assigns, from any and all claims, demands, damages, suits, causes of action of any kind or nature relating to the water system and/or its condition from and after the effective date of transfer.

3. Assignment of Security Deposit: [REDACTED] hereby assigns to SHA all rights and interest in [REDACTED]'s security deposit with the AUTHORITY as of the execution and delivery of the documents to complete the transfer of the water system. Provided, however, said deposit shall continue to be held by the AUTHORITY to secure the payment of water reserve charges, including charges for undeveloped lots within the [REDACTED] development.

4. Transfer Date: The execution and delivery of the documents to complete the transfer of the water system shall take place on the earlier to occur of (i) one (1) business day after approval of this agreement by the AUTHORITY, or (ii) in no event no later than September 30, 1993, unless mutually agreed in writing by all parties hereto. Time is of the essence hereto.

5. Assistance and Cooperation: Following the execution of this agreement, the AUTHORITY and SHA agree:

(a) If any event should occur, either with or without the knowledge or control of [REDACTED], SHA or the AUTHORITY, which would prevent fulfillment of the obligation of any party to this transaction, each agrees to use his or its reasonable efforts to cure the same as expeditiously as possible.

(b) To cooperate fully with each other in preparing, filing, executing and taking any other actions which are reasonable and necessary to obtain the consent of any governmental instrumentality and/or third party to accomplish the transactions contemplated by this agreement. The AUTHORITY has or will secure, at its expense, any license, permit or other approval necessary to own, operate and provide water service for the users within [REDACTED]

6. Obligations of the Authority: The AUTHORITY agrees to maintain and operate the [REDACTED] water system in accordance with the terms and conditions set forth in that certain letter dated August 6, 1993, between the AUTHORITY and [REDACTED], President of SHA, a copy of which letter is attached hereto as Exhibit "D" and incorporated herein by this reference.

7. Voluntary Execution: The parties represent, understand and agree that this agreement is made and entered into as their free and voluntary act. Each party has employed counsel to represent them with respect to this agreement and all matters covered herein.

8. Miscellaneous Provisions:

8.1 Entire Agreement/Amendments: This agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings whether oral or written. This agreement may be modified by written instrument executed by the parties hereto.

8.2 Governing Law: This agreement shall be construed and interpreted in accordance with the laws of the state of Washington. Venue of any action herein shall be in a court of competent jurisdiction.

8.3 Successors: It is understood and agreed that the agreements herein shall extend to and shall be binding upon the heirs, assigns and successors of the parties to this agreement.

8.4 Attorney's Fees: In the event of legal action to enforce the rights of any party hereto, the substantially prevailing party shall be entitled to court costs and a reasonable attorney's fee.

DATED this 16 day of Nov, 1993.

[REDACTED]
[REDACTED]
DEVELOPMENT COMPANY

[REDACTED]
a Washington non-profit corporation

By: [REDACTED]
Its President

SWINOMISH UTILITY & ENVIRONMENTAL
SERVICES AUTHORITY

By: Brian Chadders CHAIRMAN

EXHIBIT "A"
(Copy of 2/5/86 Water Extension Agreement)

CONTRACT FOR WATER LINE

EXTENSION TO [REDACTED] SUBDIVISION

The SWINOMISH UTILITY AND ENVIRONMENTAL SERVICES AUTHORITY, hereinafter referred to as "Authority", under the authority granted by the Swinomish Indian Tribal Community, hereinafter referred to as "Tribe", a federally recognized Indian Tribe organized pursuant to Section 16 of the Indian Reorganization Act of 1934, and [REDACTED] doing business as [REDACTED] hereinafter referred to as "User", a private developer, enter into the following agreement, hereinafter referred to as "Agreement", and make the following mutual promises and covenants as consideration for the Authority's providing a water service connection to User and for User making payment to the Authority for the cost of the construction and connection pursuant to the terms and conditions of this Agreement. The proposed extension of water service will be installed in road easements and/or other approved rights-of-way and shall be for the use and benefit of the Authority and all users being served by the Authority.

RECITALS

WHEREAS, the Swinomish Indian Senate is the governing body of the Swinomish Indian Tribal Community; and

WHEREAS the Swinomish Indian Tribal Community has the authority to provide water service throughout the Swinomish future water service area which includes the land area within the exterior boundaries of the Swinomish Indian Reservation; and

WHEREAS, the Swinomish Indian Tribal Community has established the Swinomish Utility and Environmental Service Authority which has the responsibility for the operation and maintenance of a water service utility throughout the Swinomish future water service area; and

WHEREAS, the Authority has completed a water system plan and a water system operational plan, both of which have been approved by the Washington State Department of Social and Health Services; and

WHEREAS, the [REDACTED] Company has requested water service from the Swinomish Indian Tribal Community to meet the immediate water requirements for eighteen private homes and the future requirements of twenty-six additional unimproved lots within the [REDACTED] subdivision as recorded by Skagit County on Shorewood subdivision plat number 731984 (hereinafter "Shorewood"), attached hereto and incorporated by reference herein; and

WHEREAS, the Washington State Department of Social and Health Services has determined that the existing water systems servicing Shorewood must be substantially upgraded to meet quantity requirements; and

WHEREAS, the Swinomish Indian Tribal Community is committed to servicing the domestic water requirements of all residents located within the Swinomish future service area and is willing to extend water service to Shorewood on the terms and conditions set forth below.

NOW THEREFORE, the parties, in consideration of the following express mutual covenants and promises, agree, promise and covenant as follows:

I. PURPOSE

A. Water Line Extension. The purpose of this agreement is to provide a water line extension (hereinafter "extension") from the Authority's existing water system to the existing water system of Shorewood. It is the intention of the parties to locate the extension along Snee-Oosh Road between the corner of Snee-Oosh Road and Indian Road and Shorewood which is situated adjacent to Snee-Oosh Road on the west side of the Reservation.

B. Connection. The connection is to be made with a back flow prevention device to insure that the integrity of the Authority's system is not affected by the present [REDACTED] as the developer of [REDACTED] will be responsible for maintaining all water lines in [REDACTED] beyond the backflow prevention device located at the connecting point of the two water systems. The Authority will be responsible for maintaining its water system, including the extension, up to and including the back flow prevention device.

C. Homeowner's Association. At the present time, twenty eight of the forty-four lots within the subdivision have been sold by [REDACTED] of which eighteen now have residences constructed upon them. It is envisioned by the parties that at some point in the future [REDACTED] will assign his interest in this agreement to a homeowner's association which will then operate and maintain the [REDACTED] water system.

II. PLANS, SPECIFICATIONS AND BIDDING

A. Plans and Specifications. The Authority agrees to prepare and submit to the Washington State Department of Social and Health Services (hereinafter DSHS) detailed plans, specifications and an estimate of construction costs, together with any other necessary information (hereinafter "plan") for the construction of a water line extension that will connect the existing Shorewood water system to the Authority's existing water system. Said plan shall comply with the Authority's comprehensive water plan and specifications as set forth by the Authority regarding the engineering and construction of the water line extension as well as the Tribe's standards and construction specifications for all utilities, roads, and drainage facilities.

B. Format. The plan shall be produced in reproducible form, the scale of which shall be at least one inch equals fifty feet. The plan shall be on twenty-two inch by thirty-four inch reproducible sheets. The plan shall be approved and signed by a professional engineer registered in the State of Washington.

C. Surveys. User has prepared and submitted to the Authority surveys of the proposed location of the extension on the southerly and westerly border of Snee-Cosh road. The surveys have been approved and signed by a professional engineer.

D. Plans Costs. The Authority shall be responsible for any and all costs incurred in connection with the preparation of the plan pursuant to the terms of this section II. (PLANS, SPECIFICATIONS AND BIDDING).

E. Application Fee. The User shall pay to the Authority an application fee of two thousand dollars (\$2,000.00), the receipt of which is hereby acknowledged by the Authority, upon the execution of this agreement.

F. Construction Costs. Within fifteen (15) days of DSHS's approval of the plan and before the plan is circulated with an invitation to bid, the User shall pay to the Authority a sum equal to the estimate of construction costs for the extension, plus ten percent (10%) of that estimate of construction costs for necessary and unforeseen expenses, plus an administrative fee of three thousand dollars (\$3,000). Payment by User shall be made by money order or cashier's check drawn to the order of the "Swinomish Utility and Environmental Services Authority."

The ten percent amount shall serve as a retainage to be used by the Authority to pay Contractor for any necessary or unforeseen expenses for work performed pursuant to change orders to be reviewed by User and agreed upon by Authority and Contractor. Any unused portion of payment made for the estimate of construction costs and the ten percent retainage shall be returned to User upon final completion of the construction contract by Contractor.

G. Bid Documents. Following the preparation by the Authority of the plan and the transfer to Authority of funds for construction costs, the Authority shall be responsible for preparing the bid documents and putting the water line extension project out to bid. The Authority shall bear all the costs of preparing the bid documents including photocopying and mailing.

H. Bid Review. Authority and User shall jointly review the bids received for construction of the extension and negotiate with one or more bidders until a final construction contract has been drafted and approved by the Authority, User and successful bidder. Following the completion of negotiation of a final construction contract, Authority and User shall mutually agree in writing to proceed with the commencement of construction pursuant to the terms and conditions of the final construction contract, and pursuant to the terms and conditions of this agreement as set forth herein. In the event that the Authority and User do not mutually agree in writing to proceed with the commencement of construction within sixty (60) days of the bid closing date, then at the request of the User the dollars paid by the User to the Authority minus the two thousand dollar application fee shall be returned by the Authority to the User and this contract shall terminate and Authority and User shall have no further obligations to each other pursuant thereto. If the User and the Authority do mutually agree in writing to proceed with the commencement of construction, then User's right to the return of money pursuant to this paragraph II.H. shall cease.

III. CONSTRUCTION

A. Construction Contract. Upon the mutual agreement of Authority and User in writing to proceed with the commencement of construction pursuant to paragraph II.H. (Bid Review), above, the Authority shall execute the construction contract with Contractor. In the event that Contractor does not execute the contract, all monies paid by User pursuant to paragraph II.F. shall be returned to User. Following the execution of the construction contract between the Authority and Contractor, User shall have no further obligation or responsibility regarding the construction of the water line extension.

B. Construction of Water Extension. Following the execution of the construction contract, the Authority shall be responsible for the construction and causing of all work to be performed in accordance with the following documents: construction contract, plans and specifications, and this agreement, all as agreed to by the parties for the extension of the water line of the Authority to [REDACTED]. The Authority and the Contractor shall proceed with construction so that work can be completed as soon as possible.

C. Connection to [REDACTED] Authority agrees to allow User to make connection to the present water system of the Authority to serve the eighteen residences on the [REDACTED] subdivision upon completion of the extension by the Authority.

D. Unimproved Lots. The Authority recognizes that [REDACTED] contains a total of forty-four (44) residential lots of which only eighteen (18) residences are currently connected to the Shorewood water system. For and in consideration of the payment of User, as provided herein, the Authority shall allow User to make connection to the Authority's water system to serve all forty-four (44) lots in [REDACTED] including the remaining twenty-six (26) unimproved lots. User shall not be allowed to serve water to any residences or lots outside of [REDACTED] and shall not serve water to more than the forty-four (44) single residence lots provided for in this agreement.

E. Maintenance and Water Quality. Following connection of the Shorewood subdivision to the Authority's water system, the Authority shall assure all responsibility for the maintenance of water quality in the Authority's water system which shall include the water line extension up to and including the back flow prevention device located at the connection of the present Shorewood water system and the Authority's system. User and not the Authority shall be responsible for maintenance and water quality in the Shorewood water system up to but not including the back flow prevention device.

IV. UTILITY SERVICES

A. Customer of Authority. Following the connection of User's water system to the Authority's water system, User shall be a customer of the Authority. As a customer, User's rights and remedies concerning the delivery of water shall be no more and no less than that of all other customers of the Authority.

B. Water Service. Following the connection of User's water system to the Authority's water system, the Authority shall make water available to User pursuant to the Swinomish Tribal Community's Utility and Environmental Services Ordinance (hereafter "Utilities Ordinance") as amended from time to time.

C. User Fees. User agrees to pay for water service to all forty-four (44) lots in Shorewood pursuant to the Utilities Ordinance at the same rate the Authority charges to other customers of the system. Authority and User understand that the current rate structure of the Authority is composed of a base fee (which is independent of actual consumption) and a flow fee (which varies with actual volume of consumption). The parties agree that User will pay the base fee applicable to residential customers of the Authority for each of the unimproved lots that are not connected to Shorewood's water system and pay both the base and flow fees for lots that are connected; provided however that User shall not pay for service to unimproved lots until such time that the

Authority has received requests for water service that exceed the present capacity of the Authority's water system. Requests for water service shall include requests from potential customers that desire but do not yet have a water extension line such as "Pull and Be Damned Road" community residents.

User shall notify the Authority of its intent to connect additional lots in [REDACTED] to its water system at least seven days prior to actual connection and following such connection(s). User shall pay for water service to improved lots at the same rate the Authority charges to other residential customers of the system in accordance with the rate structure then in effect for residential customers of the Authority and shall not be subject for any additional costs such as hook-up, water connection permit, or administrative fees.

D. Water Shortages. During water shortages, should they occur, the Authority will supply water to [REDACTED] to the extent that the Authority is able to provide water to all customers. The Authority does not guarantee uninterrupted water service or the delivery of any specific minimum amount of water.

V. GENERAL TERMS AND CONDITIONS

A. Operator Certification. The Authority agrees to provide sufficient on-going training to the Authority's water system operator to meet or exceed DSHS qualifications for certification.

B. Costs. Except as expressly provided herein, Authority shall be responsible for all costs incurred in connection with the construction of the water line extension.

C. Permits. The cost of obtaining all necessary permits from any governmental agency shall be included as an expense of Contractor in the bidding documents.

D. Environmental Checklist/EIS. Authority agrees to comply with the Swinomish Tribal Environmental Policy Act and applicable administrative regulations and laws of the Swinomish Indian Tribal Community including the preparation at Authority's expense of any environmental checklist or environmental impact statement required by such laws or regulations.

E. Users Existing Water System. At the time of connection of the Authority's water system to the present [REDACTED] system, User shall disconnect all other water supply sources, including wells, to the residences and unimproved lots within [REDACTED]. Authority shall be notified of and inspect said disconnections at the time of disconnection and may make additional inspections at reasonable times thereafter. All other water supply sources, including the existing wells, may be utilized only on an emergency or standby basis according to a plan mutually agreed upon by Authority and User. Before the connection of the Authority's water system to

the present [REDACTED] water system, the User shall provide the Authority with a map showing the location of any and all well sites, regardless of their condition or use, within [REDACTED] and further showing the location of water supply sources outside [REDACTED] formerly used to supply water to property within [REDACTED]. In the event that User fails to promptly comply with the provisions of this paragraph, the Authority shall have the right to terminate water service to User upon ten (10) days written notice to User specifying the conditions and obligations with which User has not complied.

F. Binding on Successors. It is understood and agreed that the covenants and agreements herein shall extend to and shall be binding on the heirs, assigns, successors, executors and administrators of the parties to this agreement. No assent, express or implied, to any breach by User or Authority of any of the covenants, terms and conditions of this Agreement shall be deemed to be a waiver of any succeeding breach of the Agreement.

G. Attorneys Fees and Costs. If, by reason of any default or any breach on the part of either party in the performance of any of the provisions of this Agreement, legal action is instituted, the losing party agrees to pay all reasonable costs and attorney's fees in connection therewith.

H. Time for Completion. The time for completion of the construction project contemplated herein shall be one year from the effective date of this Agreement unless mutually extended in writing by the parties. If the extension is not completed within one year from the date of this Agreement, or within a mutually agreed upon extension of the completion time of this Agreement, the same may be terminated at the election of User and any monies paid to Authority by User that have not been expended shall be refunded to User.

I. Assignment. User shall not assign this agreement or any portion of this agreement without the written consent of Authority.

J. Effective Date. The parties recognize that construction of the water extension to [REDACTED] and the delivery of water to Shorewood from the Authority's water system is contingent upon grant funding from DSHS pursuant to "Referendum 38" which will be used to construct a pump station and other improvements associated with the project. Therefore this agreement is effective on the date of final approval by DSHS of Referendum 38 grant funding and contingent upon receipt by the Authority of the funding requested.

K. Amendments. This agreement shall only be amended by written agreement signed by each of the parties hereto.

L. Entire Contract. The parties hereto agree that this Agreement constitutes the entire contract and agreement between them, and that there are no other covenants, promises or conditions, express or implied, written or oral.

IN WITNESS WHEREOF, the parties hereto have executed this
agreement on this July 5th day of July, 1986.

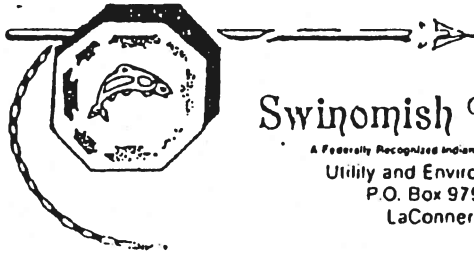
M. Brian Cladoosby
M. Brian Cladoosby, Chairman
SWINOMISH UTILITY AND
ENVIRONMENTAL SERVICES COMMISSION



P31SHOR-MOA

EXHIBIT "D"

(Copy of 8/6/93 Letter between the Authority & SHA)



Phone (206) 466-7223
or (206) 466-7219
FAX (206) 466-5309

Swinomish Tribal Community

A Federally Recognized Indian Tribe Chartered Under The Act of June 18, 1934

Utility and Environmental Services Authority
P.O. Box 979 • 950 Moorage Way
LaConner, Washington 98257

AUGUST 6, 1993

[REDACTED]
746 McGlinn Drive
La Conner WA 98257

Dear Blair,

I am writing to respond to your concerns about the assumption of ownership and operations of the [REDACTED] water system by the Swinomish Utility Authority.

I will reemphasize that the Authority does want to assume the system in its entirety from [REDACTED] as opposed to an assignment of the system to the [REDACTED]. Assumption by the Authority is in keeping with consolidation of water supply services and resource protection policies adopted by the Swinomish Tribal Community, Skagit County Water Utility Coordinating Committee and the State of Washington Chelan Agreement. The purpose of these policies, formulated by users, purveyors, and regulators is to assure that water use and delivery best meet the many demands on our public waters.

Consolidating small systems such as [REDACTED] into larger systems such as the Tribe's will marshal resources to maintain systems to meet health and safety regulations and to use water efficiently. Once assumed by the Authority the Shorewood system becomes an equal part of the system. The rates for services will be identical to all other users on the system in the same customer class. Routine repair and maintenance will be performed on the Shorewood system with all system users contributing equally, through their rates, toward necessary routine and emergency operations and maintenance expenses.

Formation of Utility Improvement Districts to pay for system alterations or improvements for a particular area is covered by the Tribal Utility Ordinance. As such, any required or requested improvement or expansion of the water system will be paid for by the benefiting properties in the manner outlined by the Ordinance. The procedures are similar to other municipal formation of Local Improvement Districts including the ability of the Tribe to finance improvements through existing bond markets.

We are ready at any time to approve and accept the transfer of the [REDACTED] water system to us. If this letter of clarification is acceptable to the [REDACTED] then, as directed by the membership vote please inform [REDACTED] that the homeowners have no objection to the transfer. Thank you for your time and patience with this matter. Please contact me if you have any further concerns.

Sincerely,


John Petrich, Manager

EXHIBIT "D" Board of Commissioners
TO TRANSFER [REDACTED] Mark
(Copy of 8/6/93 Ltr)

2/9/1
WHEN RECORDED RETURN TO:
[REDACTED] Attorney
415 Pine Street
Mount Vernon, WA 98273

9311160158

UTILITY EASEMENT

SKAGIT COUNTY WASHINGTON
Real Estate Taxes Due

P3:46

NOV 16 1993

Amount Paid \$ - 0
Skagit Co. Treasurer
By [Signature] Deputy

THE GRANTORS. [REDACTED]

COMPANY and the [REDACTED] a Washington non-profit corporation under RCW 24.06, for and in consideration of benefits derived or to be derived as grantors herein, but without any financial remuneration or consideration, hereby grant and convey to the SWINOMISH UTILITY & ENVIRONMENTAL SERVICES AUTHORITY, under the authority granted by the Swinomish Indian Tribal Community, a federally recognized Indian tribe organized pursuant to Section 16 of the Indian Reorganization Act of 1934, its successors and assigns, a perpetual, non-exclusive easement over, under, through, and across any rights-of-way, which have not been expressly dedicated or excepted as public roads as shown in the recorded plat of Shorewood, Section 27, Township 34 North, Range 2 East, W.M., Skagit County, Washington, as recorded in Volume 9 of Plats, pages 82 and 83, records of Skagit County, under Auditor's File No. 731984, together with all after acquired title of the grantor(s) for the installation and maintenance of water lines and also including any lines now in place and for lines hereafter constructed, subject to the following:

1. Purpose: The Grantee shall have the right, at all times, to enter upon any of the above described rights-of-way for the purpose of inspecting, maintaining, improving, repairing, constructing, reconstructing, and relocating its water lines.

2. Compliance with Laws and Rules: Grantee herein shall at all times exercise its rights herein in accordance with requirements as may be from time to time amended and with all applicable statutes, orders, rules, and regulations of any public authority having jurisdiction.

3. Indemnification: Grantee does hereby release, indemnify and promise to defend and hold harmless Grantors, jointly and severally, from any and all liability, loss, damage, expense, action, or claim, including costs and reasonable attorney's fees incurred by Grantors in the defense thereof asserted or arising directly or indirectly on account of acts or omissions of the Grantee or Grantee's servants, agents, employees, and contractors in exercise of the rights granted herein; provided, however, this paragraph does not purport to indemnify Grantors against liability for damages arising out of bodily injury to persons or damage to property caused or resulting from the sole negligence of either or both Grantors.

UTILITY EASEMENT - 1

cjd/wgoer, cas

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BK1259PG0430

4. Subordination: The rights granted herein are subject to permits, leases, licenses, and easements, if any, heretofore granted by either or both Grantors affecting the property subject to this easement agreement. The Grantors do not warrant title to the property affected by this easement and shall not be liable for any defects thereto or the failure thereof.

5. Successors: The rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors and assigns.

DATED this 16th day of November, 1993

GRANTOR:

[REDACTED]
DEVELOPMENT COMPANY

[REDACTED]
a Washington non-profit corporation

By [REDACTED]
Its President

ACCEPTED BY
GRANTEE:

SWINOMISH UTILITY & ENVIRONMENTAL
SERVICES AUTHORITY

By: Prison [Signature] - CHAIRMAN

STATE OF WASHINGTON)
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that [REDACTED] signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the



Christopher J. Alley
NOTARY PUBLIC

My appointment expires: 2-1-97

UTILITY EASEMENT - 2

cjd\wagocr.cas

9311160158

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STATE OF WASHINGTON)
COUNTY OF)

I certify that I know or have satisfactory evidence that
[REDACTED] signed this instrument, on oath stated that
he/she was authorized to execute the instrument as the President of
[REDACTED] a Washington non-profit
corporation, to be the free and voluntary act of said corporation
for the uses and purposes mentioned in the instrument.



Christina J. Willey
NOTARY PUBLIC
My appointment expires: 2-1-97

STATE OF WASHINGTON)
COUNTY OF)

I certify that I know or have satisfactory evidence that
BRIAN CLAROSAY signed this instrument, on oath stated that
he/she was authorized to execute the instrument as the
CHAIRMAN of the SWINOMISH UTILITY & ENVIRONMENTAL
SERVICES AUTHORITY, under the authority granted by the Swinomish
Indian Tribal Community, a federally recognized Indian tribe
organized pursuant to Section 16 of the Indian Reorganization Act
of 1934, to be the free and voluntary act of the Authority for the
uses and purposes mentioned in the instrument.

DATED: 11-5-93

Allen Olson
NOTARY PUBLIC

My appointment expires: 4-6-94

UTILITY EASEMENT - 3

cjd\wagocr.cas

9311160158

BK1259PG0432

BILL OF SALE

_____ a Washington non-profit corporation under RCW 24.06, for and in consideration of Ten Dollars (\$10.00), in hand paid, hereby sells and delivers to the SWINOMISH UTILITY & ENVIRONMENTAL SERVICES AUTHORITY, under the authority granted by the Swinomish Indian Tribal Community, a federally recognized Indian tribe organized pursuant to Section 16 of the Indian Reorganization Act of 1934, the following described personal property situate in Skagit County, WA:

All interest of the transferror in the water pipelines, valves, pumps, meters and other appurtenances used in association with the distribution of water within the Shorewood Subdivision. EXCLUDING, however, any pipelines and/or meters installed by the individual property owners within the Shorewood Subdivision, AND EXCLUDING the property and/or apparatus constituting the "old wells" which previously served the Shorewood Subdivision water system.

Transferrors make no warranties, except as to title, and the property is transferred "AS IS" and "WHERE IS".

DATED this 16th day of November, 1923.

DEVELOPMENT COMPANY

a Washington non-profit corporation

By [REDACTED]
Its President

BILL OF SALE

cjd/wagner.bos